

REMARKS

Claims 1-27 are pending in the instant application. The Examiner has made the following actions as further described below.

Claim Rejections

The Examiner has rejected claims 1-27 in the manner described below. Applicant respectfully traverses.

Claim Rejections Under 35 U.S.C. § 112

The Examiner has rejected claims 1, 6 and 7 as assertedly being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicant regards as the invention.

With respect the claim 1, the Examiner asserts that use of the word "if" is indefinite. In reply, Applicant has amended claim 1 as described previously in this paper to clarify that the limitation of electronic transfer of funds is performed if elected by claimant. As such, this limitation describes that the electronic transfer of funds is performed based on election of electronic transfer of funds by the claimant. If no election of transfer of funds is made by the claimant, no electronic transfer is performed.

With respect to claim 6, Applicant respectfully submits that use of the term "if" is not indefinite because the term "if" is associated with the term "or" such that the "if" limitation is

performed only if the second part of the or limitation of claim 6 is elected. Specifically, the first party informs the third party of the portion of the monetary settlement to be paid in vouchers only if the first part elects payment in vouchers. Nevertheless, in order to further prosecution, Applicant has amended claim 6 as described previously in this paper to further clarify this claim language.

With respect to claim 7, Applicant respectfully submits that use of term “if” in this claim is not indefinite. Specifically, the term “if” is not used alone but rather in conjunction with the term “any.” As such, the claim language clearly describes that the combined amount of vouchers and amount transferred to the third party, if the first party elects any funds to be transferred, exceeds the amount of the monetary settlement. Consequently, use of the term “if” in this claim is not indefinite.

The Examiner has further rejected claim “1” under 35 U.S.C. § 112 as being assertedly indefinite for purportedly failing to define the term “voucher” in the specification. The Examiner then asserts that the term “voucher” should be treated as a “check.”

In reply, Applicant notes that the term voucher is specifically described in the Specification as being a voucher for goods and/or services (see, e.g., Specification, page 5, lines 18-19). Applicant further notes that the term “voucher” is defined in the same fashion in English language dictionaries. For example, the online dictionary Wiktionary, found at www.wiktionary.org, defines the term “voucher” as a “piece of paper that entitles the holder to a discount, or that can be exchanged for goods and services.”

Notwithstanding the above arguments that the term "voucher" is adequately defined in the Specification so as not to be indefinite, in the interest of further prosecution, Applicant has amended claim 1 as described previously in this paper to specifically describe that a voucher is a voucher that can be redeemed for goods or services.

The Examiner further asserts that "the settlement processing entity paying a vendor obligated to redeem the vouch [sic] an amount less than the voucher's stated redemption value for the voucher is unclear." The Examiner further questions "How do you obligate someone to redeem a voucher or check."

In reply, Applicant submits that this claim language is not indefinite. Specifically, the claim language describes that a voucher for goods or services is provided from a vendor at a stated face value to a settlement processing entity, with the vendor being obligated to redeem the voucher, for the vendor's goods or services, upon presentation by a first party (i.e., claimant, after receipt of the voucher by the claimant from the settlement processing entity) at the stated redemption face value. Further, the claim describes that the settlement processing entity pays the vendor a monetary amount that is less than the stated redemption face value of the voucher. While the Examiner questions how someone can be obligated to redeem a voucher (or check), it is well known under contract law that a vendor of goods or services incurs a responsibility of redeeming a voucher for goods or services provided by the vendor. Consequently, when the third party presents a voucher for goods or services at a stated redemption face value, such as at a retailer such as Sears or Target (or other vendor), the vendor is obligated, under contract, to provide goods or services priced at the redemption face value.

With respect to claim 2, the Examiner asserts that the limitation “in which payment of least [sic] a portion of the monetary amount to be paid to the claimant on behalf of the other party is in an amount which is less than the monetary amount” is unclear. The Examiner then asserts that this limitation should be treated as a “partial payment.”

In reply, Applicant respectfully submits that this limitation is not unclear or indefinite. Claim 2, which is dependent on claim, 1 must be considered in the context of claim 1, which describes that a settlement processing entity receives a payment either equal to the full monetary amount of the settlement or at an amount that is a portion of, but less than, the full monetary amount. Claim 2 further limits this language such that the payment is specifically less than the full monetary amount (rather than equal to the full monetary amount). As such, this claim language is clear and not indefinite – a payment is received in an amount that is less than the full monetary amount of the settlement. Nevertheless, Applicant has amended claim 2 as described previously in this paper to describe that the payment is received in less than the full monetary amount.

Applicant further notes that the term “partial payment” is not described in the Specification of the present invention, and the Examiner has not defined what she believes constitutes a “partial payment.” Consequently, Applicant submits that there is no basis for construing the claim language as a “partial payment,” since what she believes this terminology describes, based on the Examiner’s comments, is unclear.

With respect to claim 3, the Examiner asserts that the language of this claim is “very unclear.” The Examiner further asserts that this claim language should be treated as “receiving the settlement money.”

In reply, Applicant respectfully submits that this claim language is clear and not indefinite. Specifically, this claim language describes a parallel limitation to that of claim 2 – *i.e.*, that the payment is received as the full monetary amount (rather than only a portion of the monetary amount) and that part of this received full monetary amount is then returned to the payor. Nevertheless, in order to further clarify this limitation, claim 3 has been amended as described previously in this paper to clarify that the payment received is in the full monetary amount.

With respect to claims 12-15, the Examiner has stated that the previous rejections of claims 12-15 are “rejected.” Applicant believes that the Examiner is withdrawing the previous rejections (rather than rejecting Applicant’s arguments) in view of the claim amendments presented by Applicant in the previous Office Action response. Applicant requests that the Examiner clarify if Applicant’s interpretation is incorrect.

Claim Rejections Under 35 U.S.C. § 101

The Examiner has rejected claims 1-11, 16-17 and 25-27 under 35 U.S.C. 101 as being assertedly directed to nonstatutory subject matter.

In reply, Applicant has amended claims 1, 6 and 25 as described previously in this paper, based on the Examiner's suggestions, to expressly include a computer system. Applicant believes that, in view of these amendments, claims 1-11, 16-17 and 25-27 as amended are directed to statutory subject matter, and therefore Applicant respectfully requests that the rejections under 35 U.S.C. § 101 be withdrawn.

With respect to claims 20-24, the Examiner has rejected these claims as being directed to non-statutory subject matter based on the limitation of "modules." The Examiner further states that the modules are "interpreted as software therefore, the claimed limitation does not fall into one of the statutory categories [of subject matter]."

In reply, Applicant has amended claim 20-22 as described previously in this paper to include a machine readable medium, as suggested by the Examiner. Applicant believes that, in view of these amendments, claims 20-24 as amended are directed to statutory subject matter, and therefore Applicant respectfully requests that the rejections under 35 U.S.C. § 101 be withdrawn.

Claim Rejections Under 35 U.S.C. § 103(a)

The Examiner has rejected claims 1-8, 11-12, 14-18 and 20-24 under 35 U.S.C. § 103(a) as being assertedly unpatentable over Horn (United States Patent Publication No. 2001/0037204) in view of Guyan et al. (United States Patent No. 7,406,427). Applicant respectfully traverses.

Horn Disclosure

Horn is directed towards a system for facilitating confidential and secure exchange of offers and demands between parties to a dispute. The system is configured to allow iterations of

settlement offers and demands to allow parties to a dispute to explore, and possibly reach, settlement within a range of settlement demands. [Abstract, Para. 0017]. While Horn may provide a mechanism for facilitating settlement negotiations, it is important to note that the teachings of Horn, unlike the present invention, are not directed towards settling and finalizing a previously agreed upon settlement. Moreover, Horn describes nothing about providing vouchers for goods or services as part of a settlement - settlements in Horn are described solely in terms of a monetary (cash) value.

Differences Between Horn and the Presently Claimed Invention

One aspect of the presently claimed invention as described in, for example, claims 1, 12 and 20, relates to receiving an executed release by a claimant of the other party (i.e., settling party). The Examiner asserts that Horn describes such an element, citing to Para. [0096], and stating that Horn discloses that “any settlement reached is considered a binding contract.” Para. 0096 references FIG. 36, stating that:

[0096] After the user has selected the settlement range, the system displays a web page such as the web page illustrated in FIG. 36 containing the terms and conditions of the process. The parties are advised that any settlement reached as a result of the process is binding as a valid contract. If the user accepts these terms (e.g., by clicking on the accept button), the system displays another web page such as the web page illustrated in FIG. 37, for example, confirming completion of the filing of the claim. The system also lists the parties that will be invited to the process. If the user denies the displayed terms, the filing of the claim is aborted and a web page such as that illustrated in FIG. 38 is displayed to the user, for example.

While Horn may state that a screen implementation, such as that shown in FIG. 36, describes that a contract entered into between parties on the system is binding, Horn does not

state anything about providing or receiving an executed release. Specifically, as is well known in contract law, a contract may contain any of a variety of provisions that may or may not be binding on the parties to the contract. However, the language of claims 1, 12 and 20 explicitly describe providing or receiving a particular type of document; an executed release of one party by another party. An executed release is not the same as a message on a display (as shown in FIG. 36 and described in Para. 0096 of Horn) stating that a contract is binding on the parties. It is entirely possible that a binding contract may be entered into in which a party is not released, in whole or in part, from additional liability or claims. Moreover, whether or not a contract is binding is a function of the form and substance of the contract – not whether or not a release was executed by one of the parties as to the other party.

Consequently, the cited section of Horn fails to describe the explicitly recited claim limitation that an executed release is provided, and Applicant is unable to find any other disclosure in Horn of this limitation. Accordingly, for at least this reason, the rejections of claim 1, 12 and 20 under 35 U.S.C. 103(a) in view of Horn are improper, and Applicant therefore respectfully requests that they be withdrawn and claims 1, 12 and 20, as well as their associated dependent claims, be allowed.

Another aspect of the presently claimed invention relates to a settlement processing entity obtaining and/or transferring vouchers having a stated redemption face value to a claimant and paying a vendor obligated to redeem the vouchers an amount less than the stated redemption value.

The Examiner acknowledges that Horn is deficient with respect to these elements and attempts to cure this deficiency by citing Guyan.

Guyan Disclosure

Guyan is directed to a data processing system for capturing line item data, such as data regarding items subject to an insurance claim [Abstract]. Guyan describes that items subject to an insurance claim may be replaced by providing direct monetary payment to a claimant for the monetary value of the item [Col. 10, lines 6-25 and FIG. 7] or a direct replacement of the item [Col. 8, lines 20-25]. Guyan does not, however, describe providing a voucher for goods or services to a claimant as compensation for an insurance claim, nor are the terms “voucher,” “coupon,” or equivalent used anywhere in the disclosure of Guyan.

Differences Between Guyan and the Presently Claimed Invention

As noted previously, one aspect of the presently claimed invention as described in, for example, claims 1, 6, 12, 20 and 25, relates to obtaining and providing vouchers for goods or services or initiating transfer of such vouchers that may be provided to a claimant, upon agreement with a settling party, in whole or partial fulfillment of a claim obligation.

The Examiner asserts that Guyan describes such an element, citing to Col. 6, line 67 – Col. 7, line 3, Col. 10, lines 6-26 and Col. 11, lines 8-26). These sections, included below, describe that:

For instance, insurance host server 130 may ask claimant whether he wants a traditional paper check issued to fulfill losses or whether an electronic fund transfer is preferred to which the claimant answers. [Col. 6, line 67-Col. 7, line 3]

If no item is double clicked, flow proceeds to where, if an item is selected (step 720), the claim handler is able to choose a payment type (step 740). If no item is selected, the user has the option of issuing a direct payment (step 725). If the user wishes to make a direct payment, the claim handler enters an amount for direct payment (step 730). A direct payment is used where, for instance, there is a large loss and the claim handler wishes to quickly get a payment sent to the claimant so that the claimant can begin to settle some of his losses. For instance, after a house fire, the claim handler may wish to quickly cut a check to cover living expenses while the claim is being processed. Once the amount is entered, payment processing commences (step 735). Insurance host server 130 communicates with insurance back office system 140 and directs insurance back office system 140 to issue payment to the claimant (step 730). Payment may be in the form of a check or an electronic fund transfer. At this step, the claim handler is able to enter further information necessary for the check or the electronic fund transfer, and the display line item database is once again presented to the claim handler (step 705). **[Col. 10, lines 6-26]**

The payment may be in terms of the actual cash value (ACV) or the replacement cost (RC). For each individual line item, ACV or RC can be selected by the claim handler based on the coverage of the policy.

Once the claim handler has added all items to this particular payment, the claim handler can choose whether a check or an electronic fund transfer takes place (step 920). If a check is going to be cut (step 925), the claim handler verifies all of the check and draft information including the name and address of the claimant. The name and address of the claimant can be changed at that point. If an electronic fund transfer is going to be the form of payment (step 930), claimant information is once again verified and electronic fund transfer information, such as the routing number and account number, is entered by the claim handler or is drawn from the claimant database entry for the claimant. **[Col. 11, lines 8-26]**

Applicant respectfully notes that none of these paragraphs say anything whatsoever about vouchers or in particular vouchers for goods or services, nor do they describe anything equivalent. Specifically, Col. 6, line 67 – Col. 7, line 3 describes that a payment may be made in the form of a paper check or funds transfer; Col. 10, lines 6-26 describes that a “direct” payment in the form of a check or funds transfer may be made to partially compensate a claimant for short term expenses incurred as part of a large loss, such as to cover living expenses or other expenses

while the claim is being processed. Finally, Col. 11, lines 8-26 again describe that payment may be in the form of a check or funds transfer. However, nowhere in the cited sections of Guyan are vouchers for goods or services disclosed. Moreover, Applicant is unable to find any other description of Guyan or Horn of such elements.

Consequently neither Horn or Guyan, taken alone or in combination, describe all of the elements of claims 1, 6, 12, 20 and 25, including, in particular receiving or providing vouchers for goods or services. Accordingly, for at least this reason, the rejection of claims 1, 6, 12, 20 and 25 under 35 U.S.C. § 103(a) is improper, and Applicant therefore respectfully requests that it be withdrawn and these claims, as well as their associated dependent claims, be allowed.

In addition, claims 1 and 25 explicitly describe that a voucher includes a stated redemption value. Applicant has made a minor amendment to the claims, as supported by the Specification as filed, to describe that this is a stated redemption face value.

In the instant Office Action, the Examiner has not, however, explained how Guyan (or Horn) describes such a voucher having a stated redemption value or in particular a stated redemption face value. As described previously, Applicant asserts that neither Guyan or Horn describe a voucher, and therefore cannot describe the claimed voucher having a stated redemption face value. Accordingly, the Examiner has failed to explain how either Horn or Guyan have disclosed this aspect of the present invention, and therefore, for at least this reason, the rejection of claims 1 and 25 under 35 U.S.C. § 103(a) is improper.

An additional aspect of the present invention as described in, for example, claim 1, 6 and 25 relate to providing a payment to a vendor obligated to redeem a voucher in an amount less than the stated redemption face value. The Examiner asserts that Guyan described this limitations, citing to Col. 7, lines 25-38, Col. 8, lines 15-25, Col. 10, lines 35-63 and Col. 12, lines 48-50. The Examiner then asserts that this describes "where a vendor enters a contract specifying cost discount levels."

Applicant respectfully submits that the Examiner misconstrues Guyan in view of these claim elements. Specifically, none of these sections, nor any other sections of Guyan, refer to or otherwise describe a voucher provided for a vendor for goods or services, or in particular receiving such a voucher having a stated redemption value and then providing payment to that vendor in an amount less than the specific face value. Col. 7, lines 25-38 describe, at most, that a host system may exchange status information with a vendor system 150 and may issue "preauthorization payment information" to vendor system 150. This section further describes that this functionality is provided to facilitate issuance of purchase order requests for replacement goods to speed processing of vendor orders. However, this section fails to say anything about a voucher or reimbursing a vendor in an amount that is less than the redemption value of the voucher.

In addition, Col. 8, lines 15-25 merely states that a direct replacement for an insured item can be provided in conjunction with the system in exchange for an equivalent cash payment (so that a customer can get the same or similar item without having to cash a check and go to a store to purchase it). But this section likewise fails to say anything about vouchers or providing anything to the claimant other than a replacement item. Col. 10, lines 35-63 describe that a

claimant can receive a direct replacement for a lost item through the system, but this section also fails to describe or suggest anything about a voucher.

Finally, Col. 12, lines 48-50 merely state that a vendor may be upgraded to a "preferred status" unless "some sort of vendor contract specifying item cost discount levels and customer service level agreement is established." This section describes, at most, that a vendor may become a "preferred vendor" if the vendor is willing to sell items to the claim handler at a discounted price. While it may be known that vendors may obtain a preferential status by offering discounted prices for specific items based on factors such as volume, that is not what is presently claimed in the instant application. Consequently, this section of Guyan, as with the other cited sections, fails to describe what is claimed - a voucher that may be provided to a customer having a stated redemption value, nor does it describe providing a payment to the vendor of less than the stated redemption value of the voucher. In addition, Applicant is unable to identify any such description in Horn.

Consequently neither Horn or Guyan, taken alone or in combination, describe all of the elements of claims 1, 6, and 25, including, in particular receiving or providing vouchers having a stated redemption value for goods or services or paying a vendor an amount less than the stated redemption value. Accordingly, for at least this reason, the rejection of claims 1, 6 and 25 under 35 U.S.C. § 103(a) is improper, and Applicant therefore respectfully requests that it be withdrawn and these claims, as well as their associated dependent claims, be allowed.

The Examiner further asserts that, with respect to Horn and Guyan, that it would be appropriate to combine these two references to assertedly provide the method and system of the presently claimed invention. Applicant respectfully submits that there is no motivation to combine these two references to obtain the present invention since Horn explicitly assumes that settlement is in the form of a monetary amount and the entire teaching is directed only to identifying a potentially acceptable monetary settlement amount whereas Guyan describes that a customer may be provided with a direct replacement for an insured product (so as to avoid the inconvenience of having to receive money to replace the item and then expend the time to make the purchase).

Moreover, even if, for purposes of argument, such a combination were made, it would still lack all of the elements of the presently claimed invention. Specifically, while it may be known in the art that settlement of an insurance claim involves payment of cash or, in some cases, direct replacement of the insured item, what is not known or described by the cited references, at a minimum, is the combination of providing to a claimant a monetary payment amount and vouchers for goods and services having a stated redemption value provided by a claims processing entity such that a vendor of the vouchers is reimbursed in an amount that is less than the stated redemption value of the vouchers and the monetary payment amount.

With respect to claim 2, the Examiner asserts that Guyan teaches a method of payment in which payment of at least a portion of the monetary amount is in an amount which is less than

the monetary amount, and cites a purported "repetitive payment" in support. The Examiner then states that an installment payment is "less than the monetary amount."

In reply, Applicant respectfully submits that the Examiner misconstrues Guyan in view of claim 2. Specifically, claims 1 and 2 relate to a mechanism of settling a claim wherein a voucher in combination with a monetary (i.e., cash) amount are provided as full compensation for settlement. This is readily apparent from both the claim language and the context provided in the Specification and Drawings of the instant application. The Examiner's assertion that Guyan's description of "installment payments" is the same thing is incorrect since, as is well known, while an installment payment may be made in an amount that is less than the full amount due, the sum total of installment payments are at least the same as, and typically greater than (when factoring in additional amounts such as accrued interest), the total agreed upon settlement amount.

Consequently, while Guyan may describe an installment payment, Guyan says absolutely nothing to the effect that the combination of all such installment payments would be less than any monetary settlement amount, nor would such an approach be used in other installment payment contexts. In addition, Applicant is unable to find any description or suggestion of this element in Horn.

Accordingly, for at least this reason, neither Guyan or Horn, taken alone or in combination, describe all elements of claim 2. Therefore, the rejection of claim 2 under 35 U.S.C. § 103(a) is improper, and Applicant requests that it be withdrawn and claim 2, as well as associated dependent claims 4 and 5, be allowed.

With respect to claim 3, the Examiner asserts that Horn describes that a “method in which the payment of at least a portion of at least a portion of the monetary amount is in an amount which is the monetary amount (paragraph [0101]) thereafter a portion thereof is returned to the payor by the settlement processing entity.” Applicant fails to understand how the cited Para. [0101] describes these claim elements. Specifically, Para. [0101] reads as follows:

[0101] Once the responding party provides the reference number, the system displays the relevant information to the claim associated with the reference number. This information can, for example, include the name of the initiating party, claim number, date of loss, type of loss, and date of initiation of the claim with the system. In embodiments of the invention, the responding party is asked to provide certain information including credit card or account information for payment in the event of a settlement.

Applicant fails to see how this section of Horn describes the explicit claim elements. Specifically, the claim recites that a payment of at least a portion of an agreed upon monetary amount is made; however, the cited section merely states that credit card or account information may be taken to facilitate payment in the event of a settlement so that the settlement system could electronically facilitate withdrawal of an settlement amount. More significantly, the claim further explicitly recites that the payment is in an amount which is “less than the monetary amount.” However, the cited section says absolutely nothing about this limitation, nor does it describe or suggest that payments that might be made from a “credit card” or “account” would be in any amount less than an agreed upon settlement amount. If anything, the amount applied from the credit card or account would likely be more because the system of Horn describes adding fees to any agreed upon settlement amount.

Consequently, Horn fails to describe all of the limitations of claim 3, and Applicant is unable to identify such a description in Guyan either. Accordingly, the rejection of claim 3 under 35 U.S.C. § 103(a) is improper, and Applicant respectfully requests that it be withdrawn and claim 3, as well as associate dependent claims 4 and 5, be allowed.

With respect to claim 8, the Examiner asserts that Guyan describes a method in which the funds withdrawn by a third party from the funding source are less than the funds transferred to the first party by an amount agreed upon by the first and second parties as a function of the amount of the vouchers, citing Col. 6, lines 67 through Col. 7, line 3, Col. 10, lines 6-20 and Col. 11, lines 8-26.

In reply, Applicant notes that these cited section were previously described in this paper with respect to arguments presented in relation to claim 1. As described previously, these cited sections purportedly describe that an electronic payment may be provided; they fail, however, to describe anything about vouchers for goods or services, or in particular that funds withdrawn by a third party are less than the funds transferred to the third party, or in particular are less than the funds transferred by an agreed upon amount that is a function of the amount of vouchers. As also described previously, neither Horn or Guyan describe vouchers for goods and services as are presently claimed, and therefore they cannot describe a method wherein the funds withdrawn are less than the transferred funds by an amount that is a function of the amount of vouchers. There is no description in Guyan of vouchers as presently claimed, nor, in particular, any sort of functional relationship between funds withdrawn and vouchers.

Consequently, Guyan fails to describe all of the limitations of claim 8, and Applicant is unable to identify such a description in Horn either. Accordingly, the rejection of claim 8 under 35 U.S.C. § 103(a) is improper, and Applicant respectfully requests that it be withdrawn and claim 8, as well as associate dependent claims 10 and 11, be allowed.

With respect to claim 15, the Examiner asserts that Horn describes a method including deactivating a CIN and closing a claim account. The Examiner further states that if the claimant wishes to withdraw his claim the account is deactivated. In addition, the Examiner asserts that Horn describes that a claim is withdrawn if a settlement is not reached within one year.

In reply, Applicant notes that, from the context of claim 15, it is apparent that the claimed steps occur in response to settlement of a claim, not withdrawal of the claim or lack of settlement. According, the cited section of Horn is inapposite. Nevertheless, in order to further prosecution, Applicant has amended claim 15 as described previously in the paper to further clarify that the claimed steps are taken in response to settlement of a claim.

With respect to claim 20, an additional aspect of the present invention as described in that claim relates to a system including a second interface configured to provide a claimant or representative with access to the system to receive information including information regarding the monetary settlement amount and one or more vouchers to be provided in partial settlement.

The Examiner acknowledges that Horn is deficient with regard to this element, and attempts to cure this deficiency by citing Guyan, Col. 7, line 53 through Col. 8, line 14). The cited section, which corresponds to the drawing labeled Figure 6, reads as follows:

The process starts when a claimant elects (step 600) to be taken to an existing claim. When the process is started, the insurance host server 130 serves up a logon screen to claimant interface 500. The insured enters a claim tracking number (step 602) which had been previously given upon reporting of a claim. The claimant enters a password (step 604) that he had also been previously given along with his claim number. This unique claim number/password combination prevents someone other than the claimant, or a claim handler with access to this information, from entering any line item data into the line item level database. The claim interface 500 verifies the claim number and password to insurance host server 130 where insurance host server 130 accesses the claim level database and validate that the claim number and password are valid (step 606). If the claim number and password combination are not valid, the claimant is given an opportunity to re-enter the claim number and password (steps 602 and 604).

If the claim number and password are a valid combination, various data from the policy level, insured level, claim level, claimant level, and line level is displayed in a web page served by insurance host server 130 to claimant interface 500 (step 608). The data includes items, such as the date of the loss or injury, time of the loss or injury, policy number, Social Security Number of the claimant, the claimant's name, address and phone numbers. At this point, the claimant is given the opportunity to verify that this information is accurate and change any of the claimant level information presented on the screen. Thus, if the claimant had moved or his phone number had changed, he could update it at this point.

While this section may purportedly describe providing access to claimant to certain claim information if a valid claim number and password are entered, Applicant is unable to understand how this section describes the particularly claimed elements. Specifically, the claim does not recite that the system merely includes an interface to provide access to the system to receive information associated with the claim – it explicitly describes that the information includes information regarding a specific monetary settlement amount and information regarding one or more vouchers to be provided to the claimant as partial settlement of the claim. As described previously, neither Horn or Guyan describe providing such vouchers, and therefore they cannot describe an interface to access information on such vouchers.

Consequently, neither Horn and Guyan, taken alone or in combination, describe all of the specifically described elements of claim 20. Accordingly, the rejection of claim 20 under 35 U.S.C. § 103(a) is improper, and Applicant respectfully requests that it be withdrawn and claim 20, as well as associate dependent claims 20-24, be allowed.

With respect to claims 21 and 22, the Examiner asserts that Guyan teaches “a system configured to provide a settlement check to the claimant or the claimant’s representative, said settlement check provided responsive to receipt at the system of said electronic claim release (column 11, lines 25-37).” Applicant submits that, as described previously with regard to claim 1, neither Guyan or Horn describe the specific element of receiving a release, or in particular an electronic claim release. Further, while the cited section of Guyan may describe a single payment or repetitive payment, that is not what is recited in claims 21 and 22. Claim 21 specifically describes that the settlement check is provided responsive to receipt at the system of an electronic claim release. Guyan fails to describe this element, and Applicant asserts that Horn is similarly deficient for at least the reasons described previously in this paper.

Consequently, neither Horn and Guyan, taken alone or in combination, describe all of the specific elements of claims 21 and 22. Accordingly, the rejection of claims 21 and 22 under 35 U.S.C. § 103(a) is improper, and Applicant respectfully requests that it be withdrawn and claims 21 and 22, as well as associate dependent claims 23 and 24, be allowed.

With respect to claim 24, the Examiner asserts that Guyan describes a system wherein the combination of the value of the settlement check and the stated redemption value of vouchers for

goods or services are greater than the monetary amount, citing Col. 6, line 67 – Col. 7, line 3, Col. 10, lines 6-20 and Col. 11, lines 8-26.

In reply, Applicant notes that these cited sections have been previously been discussed in this paper and incorporated herein. As noted previously, Col. 6, line 67- Col. 7, line 3 merely describes that a claimant can choose a check or funds transfer. In addition, Col. 10, lines 6-60 merely describe that a vendor may provide a direct replacement for an insured item rather than a check, and Col. 11, lines 8-26 merely describe that either a check or funds transfer may be provided. Contrary to the Examiner's assertion, none of these cited sections describe the specific elements of claim 24. In particular, they say nothing about vouchers or providing vouchers in combination with monetary payments as settlement, nor do they describe that the combination of the value of a settlement check and the stated redemption value of the vouchers is greater than the monetary amount.

Consequently, neither Horn and Guyan, taken alone or in combination, describe all of the specific elements of claim 24. Accordingly, the rejection of claim 24 under 35 U.S.C. § 103(a) is improper, and Applicant respectfully requests that it be withdrawn and claim 24 be allowed.

With respect to claim 25, the Examiner asserts that Guyan describes receiving, from an insurance company, a first monetary amount provided as partial settlement of an insurance claim, citing Col. 11, lines 25-37. As noted previously in this paper, Col. 11, lines 25-37 of Guyan relate to repetitive payments made so as to ultimately satisfy a full payment amount (e.g., "repetitive payments are used where, for example, a worker's compensation claim had a disability payment paid periodically to the claimant" (Col. 11, lines 26-29)). However, as is

apparent from the language and context of claim 25, the cited claim element relates to a monetary amount to be provided as fulfillment of a claim, not one of a series of repetitive or periodic payments.

Notwithstanding this distinction between the claimed elements and Guyan, Applicant has amended claim 25 as described previously in this paper to further clarify this distinction. Consequently, for at least this reason, Applicant respectfully asserts that claim 25 as amended is distinguished from Guyan, and therefore Applicant requests that the rejection be withdrawn and claim 25, as amended, be allowed along with associated dependent claims 26 and 27.

In addition, the Examiner further asserts that, with respect to claim 25, Guyan describes a second monetary amount being less than the first monetary amount, again citing Col. 11, lines 25-37). Applicant respectfully submits that the Examiner mischaracterizes this section of Guyan in view of the specific elements of claim 25. In particular, the cited section says absolutely nothing about a second amount being less than a provided first amount, or in particular a second amount being less than a first amount made as full monetary payment (as is described in claim 25 as amended). If anything, Guyan implies that a second amount is equal to a first amount, with Guyan stating that, for periodic payments (which in any case are inapposite for at least the reasons described in the previous paragraphs), “the repetitive payment information is entered (step 940) . . . the claim handler approves the settlement (step 945) . . . [with] the host server 130 [establishing] payment through the insurance back office system 140” [Col. 11, lines 29-35]. This section, at most, says that an insurance back office system will make a full payment at periodic intervals in fulfillment of a claim settlement – it does not, however, describe the

specifically claimed limitation that a payment is provided to a claimant in an amount that is less than the first monetary amount (i.e., the amount provided by the insurance company back office). Consequently, for at least this reason, Applicant respectfully submits that the rejection of claim 25 under 35 U.S.C. § 103 is improper, and Applicant therefore requests that claim 25, as amended, be allowed, along with associated dependent claims 26 and 27.

Concluding Comments

It is believed that all of the pending claims have been addressed in this paper. However, failure to address a specific rejection, issue, or comment does not signify agreement with or concession of that rejection, issue, or comment. In addition, because the arguments made are not intended to be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims, including any cancelled claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim except as specifically stated in this paper.

Applicant respectfully requests consideration of the remarks herein prior to further examination of the above-identified application. The undersigned would of course be available to discuss the present application with the Examiner if, in the opinion of the Examiner, such a discussion could lead to resolution of any outstanding issues.

The Director is hereby authorized to charge any appropriate fees under 37 C.F.R. §§ 1.16, 1.17, and 1.21 that may be required by this paper, and to credit any overpayment, to Deposit Account No. 50-1283.

Dated: September 13, 2009

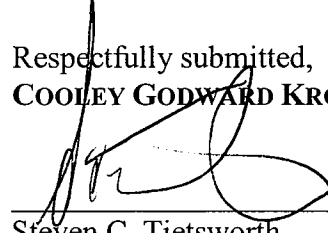
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